

SERFF Tracking Number:	VFCP-125808896	State:	Arkansas
Filing Company:	American Heritage Life Insurance Company	State Tracking Number:	40207
Company Tracking Number:			
TOI:	L08 Life - Other	Sub-TOI:	L08.000 Life - Other
Product Name:	AR LTC-EOB Rider		
Project Name/Number:	/		

## Filing at a Glance

Company: American Heritage Life Insurance Company

Product Name: AR LTC-EOB Rider

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: VFCP-125808896 State: ArkansasLH

SERFF Status: Closed

Co Tr Num:

Co Status:

Author: Ted Keating

Date Submitted: 09/09/2008

State Tr Num: 40207

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 09/15/2008

Disposition Status: Approved

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name:

Project Number:

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/15/2008

State Status Changed: 09/15/2008

Corresponding Filing Tracking Number:

Filing Description:

Please review cover letter.

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer, Association

Deemer Date:

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - visionfinancialcorporation)

Ted Keating, Compliance- Filing Coordinator    tkeating@visfin.com

17 Church Street    (800) 635-4467 [Phone]

SERFF Tracking Number: VFCE-125808896 State: Arkansas  
Filing Company: American Heritage Life Insurance Company State Tracking Number: 40207  
Company Tracking Number:  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: AR LTC-EOB Rider  
Project Name/Number: /

Keene, NH 03431 (603) 357-0250[FAX]

**Filing Company Information**

American Heritage Life Insurance Company	CoCode: 60534	State of Domicile: Florida
1776 American Heritage Life Drive	Group Code: 8	Company Type: Life
Jacksonville, FL 32224	Group Name:	State ID Number:
(800) 635-4467 ext. 267[Phone]	FEIN Number: 59-0781901	
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$200.00
Retaliatory?	No
Fee Explanation:	4 Forms @ \$50.00 = \$200
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Heritage Life Insurance Company	\$200.00	09/09/2008	22374928

SERFF Tracking Number:	VFCP-125808896	State:	Arkansas
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	09/15/2008	09/15/2008

<i>SERFF Tracking Number:</i>	<i>VFCP-125808896</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>AR LTC-EOB Rider</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## **Disposition**

Disposition Date: 09/15/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: VFCE-125808896 State: Arkansas  
 Filing Company: American Heritage Life Insurance Company State Tracking Number: 40207  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Cover Letter		Yes
Supporting Document	Filing Authorization		Yes
Supporting Document	Sample Spec Pages		Yes
Supporting Document	Actuarial Memorandum		No
Supporting Document	Statement of Variability		Yes
Form	Accelerated Death Benefit for Long Term Care Rider		Yes
Form	Extension of Benefits Rider		Yes
Form	LTC Disclosure		Yes
Form	Extension of Benefits Disclosure		Yes

SERFF Tracking Number: VFCEP-125808896 State: Arkansas

Filing Company: American Heritage Life Insurance Company State Tracking Number: 40207

Company Tracking Number:

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: AR LTC-EOB Rider

Project Name/Number: /

## Form Schedule

### Lead Form Number:

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GULTC	Policy/Cont	Accelerated Death ract/Fratern Benefit for Long al Term Care Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			GULTC_0814 awd.pdf
	GULTCEXT	Policy/Cont	Extension of Benefits Initial ract/Fratern Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			GULTCEXT_ 0814awd.pdf
	AWD13510	Certificate	LTC Disclosure Amendmen t, Insert Page, Endorseme nt or Rider	Initial			AWD13510 - LTC Disclosure_08 14awd.pdf
	AWD13511	Certificate	Extension of Benefits Initial Amendmen Disclosure t, Insert Page, Endorseme nt or Rider				AWD13511 - LTC w EXT Disclosure_08 14awd.pdf

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

## ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER

**[TAX QUALIFICATION NOTICE:** This rider is intended to provide a qualified accelerated death benefit that is excluded from gross income for federal income tax purposes under the applicable provisions of the Internal Revenue Code in existence at the time this rider is issued. To that end, the provisions of this rider and the certificate are to be interpreted to ensure or maintain such tax qualification, notwithstanding any other provision to the contrary. We reserve the right to amend this rider or the certificate to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this rider or the certificate to any applicable changes in such tax qualification requirements. We will send you a copy of any such amendment. If you refuse such an amendment, it must be by giving us written notice, and your refusal may result in adverse tax consequences. Whether any tax liability may be incurred when benefits are paid under this rider could depend on whether you are also the insured and how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. As with any tax matter, you and any other recipient of this benefit should each consult his or her own tax advisor to evaluate any tax impact of this benefit.]

Receipt of an Accelerated Death Benefit **MAY AFFECT MEDICAID and SUPPLEMENTAL SECURITY INCOME ("SSI")** eligibility. Without exercising this option, the mere fact that the accelerated death benefit rider for long term care is part of your certificate will not in and of itself affect the eligibility for these government programs. However, exercising this option before you apply for these programs, or when you are receiving government benefits, may affect your continued eligibility. Contact the Medicaid Unit of the local Department of Public Welfare and Social Security Administration Office for more information.

This rider provides that you may elect to receive a portion of the death benefit when the insured becomes eligible for benefits under this rider. Each monthly benefit payable under this rider will reduce the following certificate values: death benefit, death benefit amount, fund value, surrender value, net surrender value, surrender charge, certificate debt and the specified amount.

### TERMS UNDER WHICH THIS RIDER MAY BE RETURNED AND PREMIUM REFUNDED

You may return this rider within 30 days after you receive it, and we will refund any cost of insurance that you paid for the rider.

**CAUTION:** This rider is issued to you based on answers to the questions in the enrollment form for this rider. If your answers are incorrect or untrue, or if material information was omitted in such answers, then we have the right to deny rider benefits or to rescind your coverage under this rider. If, for any reason, any of your answers are incorrect, please contact us at [1-800-323-2057].

Benefits are subject to all of the terms, conditions and provisions of this rider and the certificate. All terms defined in the certificate and used in this rider apply to this rider, unless otherwise defined in this rider.

### NOTICE TO YOU, THE BUYER

The rider may not cover all of the costs associated with long term care incurred during the period of care. We advise you to review carefully all limitations of this rider as well as those of the certificate to which it is attached.

### NOTICE TO PERSONS ELIGIBLE FOR MEDICARE

This is not a Medicare Supplement rider. If the insured is eligible for Medicare, review the Medicare Supplement Buyer's Guide available from the Company.

### DEFINITIONS

The following terms are defined as used in this rider.

**Activities of Daily Living.** Activities used to measure the insured's need for long term care. Activities of daily living are any of the following:

1. **Bathing** - washing oneself by sponge bath; or in either a tub or shower, including the task of getting into and out of the tub or shower, with or without the aid of equipment.
2. **Continence** - the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag), with or without the aid of equipment.



3. **Dressing** - putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. **Eating** - feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously.
5. **Toileting** - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
6. **Transferring** - moving into or out of a bed, chair or wheelchair.

**Adult Day Care.** A program for 6 or more individuals, of social and health-related services provided during the day in a community group setting for the purpose of supporting persons who are chronically ill and can benefit from care in a group setting outside the home.

**Adult Day Care Center.** A facility or part of a facility that provides adult day care and is appropriately licensed or certified to provide such services, if required by the jurisdiction in which it is operating.

**Assisted Living Facility.** A facility that is primarily engaged in providing ongoing care and related services to at least 10 inpatients in one location and meets all of the following criteria:

1. it is licensed by the appropriate licensing agency, if the state in which it operates licenses such facilities; and
2. it provides 24 hour a day care and services sufficient to support needs resulting from being chronically ill; and
3. it has a trained and ready to respond employee on duty at all times to provide care; and
4. it provides 3 meals a day and accommodates special dietary needs; and
5. it has formal arrangements for the services of a physician or nurse to furnish medical care in case of an emergency; and
6. it has appropriate methods and procedures for handling and administering drugs and biologicals.

**Certificate.** The certificate to which this rider is attached.

**Chronically Ill.** The insured has been certified by a licensed health care practitioner within the preceding 12 month period as:

1. being unable to perform (without substantial assistance from another individual) at least 2 activities of daily living for a period of at least 90 days due to a loss of functional capacity; or
2. requiring substantial supervision to protect oneself from threats to health and safety due to cognitive impairment.

**Cognitive Impairment.** A deficiency in the insured's: short or long term memory; orientation as to person, place and time; deductive or abstract reasoning; or, judgment as it relates to safety awareness. This deficiency must be to such a degree as to require 24 hour per day supervision to maintain the safety of the insured or others.

Cognitive impairment is measured by clinical evidence and standardized tests and is based on the insured's impairment as indicated by loss in the following areas:

1. short or long term memory; or
2. recognition of identity or location, or time of day, month or year; deductive or abstract reasoning; or judgment as it relates to safety awareness.

**Confined or Confinement.** Assignment to a bed and physically within a licensed Nursing or Assisted Living Facility as an overnight resident patient.

**Day.** A 24 hour period which begins and ends at 12:01 a.m.

**Death Benefit Amount.** The death benefit amount of the certificate. This does not include the death benefit for any riders that may be attached to the certificate.

**Elimination Period.** The number of days at the beginning of a period of care for which benefits are not payable under this rider. The number of days in the elimination period for this rider is [90]. In order for a day to count as a day in the elimination period, the following requirements must be met:

1. the insured must be chronically ill; and
2. charges must be incurred for the care and services of the insured.

**Home.** The insured's: private residence; or a residential care facility; or a rest home; or a boarding home; or a home for the aged; or a community living center; or a place that provides domiciliary or retirement care. It does not include a nursing care facility, a hospital or a hospice care facility.

**Home Health Care.** Medical and non-medical services provided in the insured's home by a home health care practitioner in accordance with a plan of care.

Home health care does not include the following:

1. cooking, which means preparation of meals and nutrition; and
2. shopping, which includes but is not limited to purchasing groceries, household supplies and medicine; and
3. assistance with the use of the telephone, laundering clothes, correspondence, bill paying, and other housekeeping tasks; and
4. any type of construction, renovation or maintenance (such as painting, etc.), lawn care, snow removal, maintenance of a vehicle and any other service performed outside of the home; and
5. any other services similar to those described above.

**Home Health Care Agency.** An agency or organization which:

1. specializes in giving nursing care or therapeutic services in the home; and
2. is licensed to provide such care or services by the appropriate state licensing agency or authority where the service is performed or is Medicare certified as a home health care agency; and
3. maintains a complete medical record and plan of care for each patient; and
4. is operating within the scope of its license or certification.

**Home Health Care Practitioner.** An individual who is qualified to provide home health care. A home health care practitioner includes the following: a home health aide, certified nurse assistant, medical social worker, occupational therapist, speech therapist, physical therapist, total parenteral nutrition specialist, enterostomal specialist, chemotherapy specialist, licensed visiting nurse, licensed vocational nurse (L.V.N.), licensed practical nurse (L.P.N.), or a licensed graduate nurse (R.N.). A practitioner whose specialty is not listed here may be used if approved by us prior to the practitioner providing the service. A home health care practitioner:

1. must be licensed in the state or recognized as such by the state in which the care is given; and
2. may not be a family member; and
3. may not reside at the insured's address; and
4. must charge for the care given which the insured is legally responsible to pay; and
5. must be employed or contracted by a home health care agency.

**Licensed Health Care Practitioner.** A physician or any registered professional nurse, licensed social worker, or other individual who meets such requirements as described by the Secretary of Health and Human Services.

**Maintenance or Personal Care Services.** Any care the primary purpose of which is the provision of needed assistance with any of the activities of daily living as a result of which the insured is chronically ill (including the protection from threats to health and safety due to severe cognitive impairment).

**Monthly Benefit Period.** The first monthly benefit period during a period of care begins the day following the day on which the elimination period is satisfied and ends on the day before the next monthly date. Each subsequent monthly benefit period begins on the monthly date after the last monthly benefit period ended and ends on the day before the next monthly date. Each day in a period of care after the elimination period is satisfied applies to one monthly benefit period only.

**Nursing Care Facility.** A facility that meets all of the following standards:

1. it is licensed by the state in which it is located; and
2. it is a separate facility or a distinct part of another facility physically separated from the rest of such facility; and
3. it provides confined nursing care to individuals who are not able to care for themselves and who require nursing care; and
4. its primary function is to provide nursing care, and room and board; and the facility charges for these services. The care must be performed under the direction of a licensed physician, or a licensed graduate nurse (R.N.), or licensed practical nurse (L.P.N.); and
5. it is not, other than incidentally, a hospital, a home for the aged, a retirement home, a rest home, a community living center, or a place mainly for the treatment of alcoholism, mental illness or drug abuse.

**Period of Care.** Begins on the first day the insured incurs a charge for qualified long term care services covered under this rider. It ends when, for a period of 180 consecutive days, the insured has not:

1. received qualified long term care services covered under this rider; or
2. been chronically ill.

**Plan of Care.** A written individualized plan of care or services prepared by a licensed health care practitioner which specifies: (1) the type and frequency of all care or services required; and (2) the care or service provider; and (3) the cost of care or services.

**Pre-existing Condition.** A condition for which:

1. symptoms existed within 6 months before the rider date; or
2. medical advice or treatment was recommended by or received from a physician or other member of the medical profession, acting within the scope of their license, within 6 months before the rider date.

A pre-existing condition includes conditions not diagnosed or identified provided 1. or 2. above apply.

**Qualified Confined Care Services.** Necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services which are required by a chronically ill individual and are provided pursuant to a plan of care prescribed by a licensed health care practitioner in an assisted living facility or nursing care facility.

**Qualified Long Term Care Services.** Qualified confined care services and qualified non-confined care services.

**Qualified Non-Confined Care Services.** Necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services which are required by a chronically ill individual and are provided pursuant to a plan of care prescribed by a licensed health care practitioner by means of home health care or adult day care.

**Rider Date.** The effective date of coverage under this rider. The rider date is the certificate date, unless this rider is applied for at a later date. If this rider is applied for at a later date, the rider date is the effective date assigned by our [Administrative/Home] Office in accordance with our dating rules in effect at the time this rider is issued.

#### **LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS**

In order to receive benefits under this rider, the following conditions must be true:

1. The certificate and rider are in force; and
2. The insured must satisfy the elimination period; and
3. the death benefit amount at the end of the monthly benefit period before the death benefit amount is reduced by the payment of the monthly accelerated death benefit minus any advance payment of death benefits and certificate debt has not been totally accelerated; and
4. The insured has not gone 180 consecutive days without using qualified long term care services or being chronically ill; and
5. The Insured:
  - a. is confined in a nursing care or assisted living facility and the confinement begins while this rider is in force; or
  - b. receives home health care services provided by a home health care agency for a minimum of [4] home health care visits during each monthly benefit period and while this rider is in force; or
  - c. receives adult day care provided in an adult day care center for a minimum of [4] adult day care visits during each monthly benefit period and while this rider is in force; and
6. The insured incurred charges for qualified long term care services which are included in the insured's plan of care; and
7. The insured is chronically ill; and
8. All irrevocable beneficiaries and assignees have signed the written request for this benefit.

If death benefit option 2 is in effect, we will change it to death benefit option 1 prior to paying the first monthly benefit under this rider.

We may periodically require certification that the insured is chronically ill, but not more than once every 31 days.

We will not simultaneously pay benefits under this rider for both qualified confined and non-confined services, even if the insured otherwise qualifies for both types of services during a monthly benefit period. In any given monthly benefit period that the insured qualifies for both qualified types of services, we will pay either the qualified confined or non-confined service, whichever is higher.

#### **PRE-EXISTING CONDITION LIMITATION**

We do not pay benefits under this rider for a period of care that begins in the first 6 months after the rider date if a pre-existing condition causes the insured to be chronically ill. A period of care that begins more than 6 months after the rider date that is caused by a pre-existing condition will be covered.

#### **MONTHLY ACCELERATED DEATH BENEFIT FOR QUALIFIED CONFINEMENT**

We will pay a monthly accelerated death benefit for each monthly benefit period or fraction thereof during which the insured is eligible for benefits. The monthly accelerated death benefit is equal to the lesser of the following:

1. the death benefit amount on the monthly date immediately following the date the insured first becomes eligible for benefits times the confinement percentage shown on the certificate specifications page.
2. the death benefit amount at the end of the monthly benefit period before the death benefit amount is reduced by the payment of the monthly accelerated death benefit minus any advance payment of death benefits and certificate debt.

If the insured is confined for only a fraction of a certificate month, we will pay a prorata benefit for each day of confinement.

We will require that a portion of any certificate debt be deducted from the monthly accelerated death benefit. The portion will equal the certificate debt multiplied by the ratio of the monthly accelerated death benefit to the death benefit amount prior to the monthly benefit payment.

#### **MONTHLY ACCELERATED DEATH BENEFIT FOR QUALIFIED NON-CONFINED CARE**

We will pay a monthly accelerated death benefit for each monthly benefit period or fraction thereof during which the insured is eligible for benefits. The monthly accelerated death benefit is equal to the lesser of the following:

1. the death benefit amount on the monthly date immediately following the date the insured first becomes eligible for benefits times the non-confined care percentage shown on the Certificate Specifications page.
2. the death benefit amount at the end of the monthly benefit period before the death benefit amount is reduced by the payment of the monthly accelerated death benefit minus any advance payment of death benefits and certificate debt.

If the insured receives qualified non-confined care services less than 4 times during a monthly benefit period, we will pay a prorata benefit for each day of the monthly benefit period that qualified non-confined care services were received.

We will require that a portion of any certificate debt be deducted from the monthly accelerated death benefit. The portion will equal the certificate debt multiplied by the ratio of the monthly accelerated death benefit to the death benefit amount prior to the monthly benefit payment.

#### **EFFECT OF ACCELERATED DEATH BENEFIT PAYMENTS ON THE CERTIFICATE**

At the end of each monthly benefit period for which a monthly accelerated death benefit is paid, the specified amount, fund value, surrender charge and any outstanding certificate debt will be reduced as explained below.

The specified amount will be reduced by the monthly accelerated death benefit amount. If the new specified amount is less than the minimum specified amount shown on the certificate specifications page, the minimum specified amount is amended to be the specified amount calculated according to this provision.

The fund value will be reduced by an amount equal to the reduction in specified amount multiplied by the ratio of the fund value to specified amount as of the monthly date immediately following the date the period of care begins.

The surrender charge will be reduced by an amount equal to the reduction in specified amount multiplied by the ratio of the surrender charge to specified amount as of the monthly date immediately following the date the period of care begins.

The portion of the certificate debt deducted from the monthly accelerated death benefit will reduce the certificate debt.

While the insured is eligible for monthly benefits under this rider the following conditions apply:

1. no changes may be made to the specified amount and death benefit option of the certificate; and
2. no change may be made to existing riders nor may new riders be added; and
3. we will not accept any premium payments.

While the certificate is in force any accidental death benefit and level term rider will not be affected by the payment of monthly accelerated death benefits under this rider.

#### **EFFECT ON CERTIFICATE AND RIDER(S) WHEN DEATH BENEFIT AMOUNT IS TOTALLY ACCELERATED**

If the certificate's death benefit amount at the beginning of the period of care minus any advance payment of death benefits and certificate debt has been totally accelerated, then the certificate and any riders will terminate with no further benefits payable.

#### **CONVERSION OPTION FOR OTHER RIDER(S)**

If there is a rider attached to the certificate which:

1. provides term life insurance on the insured or an other insured; and
2. terminates as a result of the Effect on Certificate and Rider(s) when Death Benefit Amount is Totally Accelerated provision; and
3. has a conversion option which could have been exercised on the date the rider terminates;

then the conversion option period is extended to 30 days after the date the rider terminates, except that this provision does not extend the conversion option into any time period where maximum age limitations make the conversion option inapplicable. The maximum death benefit which can be converted will be determined using the method described in the rider being converted, using the rider's death benefit on the date of termination.

### EXCLUSIONS

We will not pay benefits under this rider for that portion of any day of qualified long term care services or charges that are:

1. caused by mental or nervous disorders without demonstrable organic disease (not including Alzheimer's Disease); or
2. caused by alcoholism or drug addiction; or
3. caused by illness, treatment or medical conditions arising out of:
  - (a) war or act of war (whether declared or undeclared); or
  - (b) participation in a felony, riot or insurrection; or
  - (c) service in the armed forces or units auxiliary thereto; or
  - (d) suicide (while sane or insane), attempted suicide or intentionally self-inflicted injury; or
4. for treatment provided in a government facility (unless otherwise required by law); services for which benefits are available under Medicare (or benefits would be available under Medicare except for the applicable deductibles or co-insurance requirements) or other governmental program (except Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law; or
5. for care or services for which no charge is normally made to the insured; or
6. for care or services when the person performing the service is a family member; or
7. for care or services received outside the United States or its territories.

### PREMIUMS

The annual premium for this rider is shown on the certificate specifications page. The monthly cost of insurance for this rider is deducted from the certificate's fund value on each monthly date and is based on the certificate's specified amount on each monthly date.

### WAIVER OF MONTHLY DEDUCTIONS

For each certificate month you receive monthly benefits under this rider, we will waive the monthly deductions for the certificate and all riders attached to the certificate.

### TERMINATION

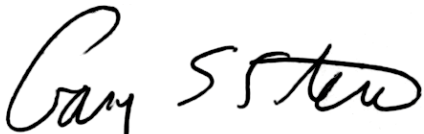
This rider terminates and is no longer in force on the earliest of:

1. the date any monthly deduction for this certificate remains unpaid, subject to the grace period provision of the certificate; or
2. the date the certificate matures or terminates for any reason including termination due to the acceleration of the death benefit; or
3. the date the certificate is surrendered; or
4. the next monthly date after your written request to terminate this rider.

### GENERAL

This rider is a part of the certificate to which it is attached. This rider has no cash or loan value. It does not affect any net single premium referred to in the certificate.

Signed for American Heritage Life Insurance Company at its Home Office.



Secretary



President

#### Home Office

American Heritage Life Insurance Company  
1776 American Heritage Life Drive  
Jacksonville, Florida 32224-6687

#### [Administrative Office

American Heritage Life Insurance Company  
17 Church Street  
Keene, NH 03431]

# AMERICAN HERITAGE LIFE INSURANCE COMPANY

## EXTENSION OF BENEFITS RIDER

This rider is issued in consideration of the enrollment form for this rider and payment of the first premium. Benefits are subject to all of the terms, conditions and provisions of this rider and the certificate. All terms defined in the certificate and used in this rider apply to this rider, unless otherwise defined in this rider.

This rider extends the benefits provided by the certificate and accelerated death benefit for long term care by increasing the certificate's specified amount, subject to the terms and conditions defined herein.

### DEFINITIONS

**Certificate.** The certificate to which this rider is attached.

**Death Benefit Amount Increase.** The death benefit amount of the certificate on the monthly date immediately following the date the insured first becomes eligible for long term care benefits times the confinement percentage shown on the certificate specifications page.

### INCREASE IN DEATH BENEFIT AMOUNT

We will increase the death benefit amount of the certificate by the death benefit amount increase subject to our determination that all the following terms and conditions have been satisfied:

1. this rider remains in force; and
2. we have received proof satisfactory to us that the insured is alive and continues to meet all conditions of the Accelerated Death Benefit for Long Term Care Rider under the Limitations or Conditions on Eligibility for Benefits provision; and
3. the remaining death benefit available for the long term care benefit rider has been exhausted; and
4. the certificate will not be eligible for any additional death benefit amount increase until the previous death benefit amount increase has been paid under the terms of this extension of benefits rider; and
5. the cumulative death benefit amount increases under this rider will not exceed the death benefit amount of the certificate, determined as of the monthly date immediately following the date the insured first became eligible for payment of long term care benefits.

The effective date of each death benefit amount increase will be the monthly date preceding the monthly date that the entire death benefit amount of the certificate was paid.

### PREMIUMS

The annual premium for this rider is shown on the certificate specifications page. The monthly cost of insurance for this rider is deducted from the certificate's fund value on each monthly date and is based on the certificate's specified amount on each monthly date.

### TERMINATION

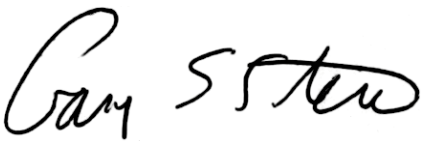
This rider terminates and is no longer in force on the earliest of:

1. the date the certificate terminates; or
2. the date the entire death benefit amount of the certificate minus any death benefit advance and certificate debt has been paid under the Accelerated Death Benefit for Long Term Care Rider and the insured no longer continues to meet all conditions of the Accelerated Death Benefit for Long Term Care Rider under the Limitations or Conditions on Eligibility for Benefits provision; or
3. the date the cumulative death benefit amount increases have been increased up to the total amount allowed under this rider; or
4. by written request of the certificateholder; or
5. the date the Accelerated Death Benefit for Long Term Care Rider terminates.

### GENERAL

This rider is a part of the certificate to which it is attached. This rider has no cash or loan value. It does not affect any net single premium referred to in the certificate.

Signed for American Heritage Life Insurance Company at its Home Office in Jacksonville, Florida.



Secretary



President

#### Home Office

American Heritage Life Insurance Company  
1776 American Heritage Life Drive  
Jacksonville, Florida 32224]

#### [Administrative Office

American Heritage Life Insurance Company  
17 Church Street  
Keene, NH 03431]

**AMERICAN HERITAGE LIFE INSURANCE COMPANY**  
**SUMMARY DISCLOSURE STATEMENT**  
**ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER**

This disclosure provides you with a summary of the coverage you are applying for under the rider. The rider form and the life certificate provide the detail terms, conditions, limitations and exclusions of your coverage. Therefore, if you purchase the rider, it is important that you **READ YOUR LIFE INSURANCE CERTIFICATE AND ALL RIDERS CAREFULLY**.

If you have any questions or concerns about any benefits or provisions of the Accelerated Death Benefit for Long Term Care Rider, please contact your agent or us directly at [1-800-323-2057].

**[TAX QUALIFICATION NOTICE:** The rider is intended to provide a qualified accelerated death benefit that is excluded from gross income for federal income tax purposes under the applicable provisions of the Internal Revenue Code in existence at the time the rider is issued. To that end, the provisions of the rider and the certificate are to be interpreted to ensure or maintain such tax qualification, notwithstanding any other provision to the contrary. We reserve the right to amend the rider or the certificate to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform the rider or the certificate to any applicable changes in such tax qualification requirements. We will send you a copy of any such amendment. If you refuse such an amendment, it must be by giving us written notice, and your refusal may result in adverse tax consequences. Whether any tax liability may be incurred when benefits are paid under the rider could depend on whether you are also the insured and how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. As with any tax matter, you and any other recipient of this benefit should each consult his or her own tax advisor to evaluate any tax impact of this benefit.]

Receipt of an Accelerated Death Benefit MAY AFFECT MEDICAID and SUPPLEMENTAL SECURITY INCOME ("SSI") eligibility. Without exercising this option, the mere fact that the accelerated death benefit rider for long term care is part of your certificate will not in and of itself affect the eligibility for these government programs. However, exercising this option before you apply for these programs, or while you are receiving government benefits, may affect your continued eligibility. Contact the Medicaid Unit of the local Department of Public Welfare and Social Security Administration Office for more information.

1. **Description of Long Term Care Benefit:** After our receipt of written proof acceptable to us that the insured has met the limitations or conditions on eligibility for benefits, the certificateholder may choose to receive a portion of the death benefit amount while the insured is still alive and while the rider is in force, until the entire death benefit amount minus any death benefit advance and certificate debt has been paid out.
2. **Limitations or Conditions on Eligibility for Long Term Care Benefits:** The certificateholder may elect to receive benefits under the rider if the following conditions are met:
  - a. the certificate and rider are in force; and
  - b. the insured elimination period has been met; and
  - c. the death benefit amount at the end of the monthly benefit period before the death benefit amount is reduced by the payment of the monthly accelerated death benefit minus any advance payment of death benefits and certificate debt has not been totally accelerated; and
  - d. the insured has not gone 180 consecutive days without using qualified long-term care services or being chronically ill; and
  - e. The Insured:
    - i. is confined in a nursing care or assisted living facility and the confinement begins while this rider is in force; or
    - ii. receives home health care services provided by a home health care agency for a minimum of [4] home health care visits during each monthly benefit period and while this rider is in force; or
    - iii. receives adult day care provided in an adult day care center for a minimum of [4] adult day care visits during each monthly benefit period and while this rider is in force; and
  - f. the insured incurred a charge for a qualified long term care service, provided pursuant to a plan of care for home health care, adult day care or in an assisted living facility or nursing care facility; and
  - g. the insured is chronically ill; and
  - h. all irrevocable beneficiaries and assignees sign the written request for this benefit.

We will not simultaneously pay benefits under the rider for both qualified confined and non-confined services, even if the insured otherwise qualifies for both types of services during a monthly benefit period. In any given

monthly benefit period that the insured qualifies for both qualified types of services, we will pay either the qualified confined or non-confined service, whichever is higher.

3. **Definitions for Long Term Care:** These are some of the important definitions that will help the certificateholder understand the Limitations or Conditions on Eligibility for Benefits. Please review the rider for further information.

- a. **Activities of Daily Living.** Activities used to measure the insured's need for long-term care. Activities of daily living are any of the following:

- i. **Bathing** - washing oneself by sponge bath; or in either a tub or shower, including the task of getting into and out of the tub or shower, with or without the aid of equipment.
- ii. **Continence** - the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag), with or without the aid of equipment.
- iii. **Dressing** - putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- iv. **Eating** - feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously.
- v. **Toileting** - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- vi. **Transferring** - moving into or out of a bed, chair or wheelchair.

- b. **Chronically Ill.** The insured has been certified by a licensed health care practitioner within the preceding 12 month period as:

- i. being unable to perform (without substantial assistance from another individual) at least 2 activities of daily living for a period of at least 90 days due to a loss of functional capacity; or
- ii. requiring substantial supervision to protect oneself from threats to health and safety due to cognitive impairment.

- c. **Cognitive Impairment.** A deficiency in the insured's: short or long term memory; orientation as to person, place and time; deductive or abstract reasoning; or, judgment as it relates to safety awareness. This deficiency must be to such a degree as to require 24 hour a day supervision to maintain the safety of the insured or others.

Cognitive impairment is measured by clinical evidence and standardized tests and is based on the insured's impairment as indicated by loss in the following areas:

- i. short or long term memory; or
- ii. recognition of identity or location, or time of day, month or year; deductive or abstract reasoning; or judgment as it relates to safety awareness.

- d. **Pre-existing Condition.** A condition for which:

- i. symptoms existed within 6 months before the rider date; or
- ii. medical advice or treatment was recommended by or received from a physician or other member of the medical profession, acting within the scope of their license, within 6 months before the rider date.

A pre-existing condition includes conditions not diagnosed or identified provided i. or ii. above apply.

- e. **Elimination Period.** The number of days at the beginning of a period of care for which benefits are not payable under the rider. The number of days in the elimination period for the rider is [90]. In order for a day to count as a day in the elimination period, the following requirements must be met:

- i. the insured is chronically ill; and
- ii. charges have been incurred for the care and services of the insured.

4. **Benefits under Accelerated Death Benefit Rider for Long Term Care.** There are two types of qualified long term care services under the rider:

- a. **Qualified Confined Care Services.** We will pay [4%] of the death benefit amount at the beginning of the period of care for necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services which are required by a chronically ill individual and are provided pursuant to a plan of care prescribed by a licensed health care practitioner in an assisted living facility or nursing care facility.



- b. **Qualified Non-Confined Care Services.** We will pay [2%] of the death benefit amount at the beginning of the period of care for necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services which are required by a chronically ill individual and are provided pursuant to a plan of care prescribed by a licensed health care practitioner by means of home health care or adult day care.

The applicable percentage of the death benefit amount that we will pay will be based on the death benefit amount of the certificate as of the monthly date immediately following the date the insured first became eligible for payment of rider benefits. The total benefits that will be paid under the rider will not exceed this death benefit amount minus any death benefit advance and outstanding certificate debt. If the insured receives qualified long term care services for only a portion of the monthly benefit period, we will pay a prorata benefit for the portion of the month the benefits were received. The prorata benefit for confined care is 1/30<sup>th</sup> of the full monthly benefit for Qualified Confined Care Services for each day of confinement. The prorata benefit for non-confined care is 1/4<sup>th</sup> of the Qualified Non-Confined Care Services for each day of non-confined care up to 3 days. We will deduct a proportional repayment of any outstanding certificate debt from the monthly accelerated death benefit amount.

We do not pay benefits under the rider during the first 6 rider months if a pre-existing condition causes the insured to be chronically ill.

5. **Waiver of Monthly Deductions:** For each certificate month you receive monthly benefits under the Accelerated Death Benefit for Long Term Care Rider, we will waive the monthly deductions for the certificate.
6. **Premiums:** The monthly cost of insurance for the Accelerated Death Benefit for Long Term Care Rider is deducted from the certificate's fund value on each monthly date and is based on the certificate's specified amount on each monthly date.
7. **Impact on Certificate Values:** Each monthly benefit payable under the Accelerated Death Benefit for Long Term Care Rider will reduce the following certificate values: death benefit, death benefit amount, fund value, surrender value, net surrender value, surrender charge, certificate debt and the specified amount.

**Illustrative Example** of the effect of exercising the accelerated death benefit option for qualified confined care services:

	Specified Amount	Death Benefit Amount	Accelerated Death Benefit Amount	Fund Value	Surrender Charge	Certificate Debt
Before payment of the Accelerated Death Benefit	[\$50,000]	\$50,000	\$0	\$3,000	\$550	\$800]
After payment of the Accelerated Death Benefit	[\$48,000]	\$48,000	\$2,000	\$2,880	\$528	\$768]

The net monthly accelerated death benefit amount equals the monthly accelerated death benefit amount minus a pro-rata portion of the certificate debt, or [\$1,968] in this example.

While qualified confined care services are being paid, monthly deductions for the certificate will be waived.

8. **Exclusions:** Benefits under the rider will not be paid for qualified long-term care services that are:
  - a. caused by mental or nervous disorders without demonstrable organic disease (not including Alzheimer's Disease); or
  - b. caused by alcoholism or drug addiction; or
  - c. caused by illness, treatment or medical conditions arising out of:
    - i. war or act of war (whether declared or undeclared); or
    - ii. participation in a felony, riot or insurrection; or
    - iii. service in the armed forces or units auxilliary thereto; or
    - iv. suicide (while sane or insane), attempted suicide or intentionally self-inflicted injury; or
  - d. for treatment provided in a government facility (unless otherwise required by law); services for which benefits are available under Medicare (or benefits would be available under Medicare except for the applicable deductibles or co-insurance requirements) or other governmental program (except Medicaid),

any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law; or

- e. for care or services for which no charge is normally made to the insured; or
- f. for care or services when the person performing the service is a family member; or
- g. for care or services received outside the United States or its territories.

**9. Pre-existing Condition Limitation:** We do not pay benefits under this rider for a period of care that begins in the first 6 months after the rider date if a pre-existing condition causes the insured to be chronically ill. A period of care that begins more than 6 months after the rider date that is caused by a pre-existing condition will be covered.

**10. Effect on the Certificate and Rider(s) when the Death Benefit Amount is Totally Accelerated.** If the certificate's death benefit amount at the beginning of the period of care minus any advance payment of death benefits and certificate debt has been totally accelerated, then the certificate and any riders will terminate with no further benefits payable.

**11. Conversion Option for Other Rider(s).** If there is a rider attached to the certificate which:

- a. provides term life insurance on the insured or an other insured; and
- b. terminates as a result of the Effect on Certificate and Rider(s) when Death Benefit Amount is Totally Accelerated provision; and
- c. has a conversion option which could have been exercised on the date the rider terminates;

then the conversion option period is extended to 30 days after the date the rider terminates, except that this provision does not extend the conversion option into any time period where maximum age limitations make the conversion option inapplicable. The maximum death benefit which can be converted will be determined using the method described in the rider being converted, using the rider's death benefit on the date of termination.

I acknowledge that I have read this disclosure and understand that if I exercise the accelerated death benefit, any beneficiary I designate may receive either a reduced death benefit or no death benefit at all. If the entire death benefit is paid out as an accelerated death benefit prior to the insured's death, the beneficiary I designate may receive no death benefit.

Date	Certificateholder's Signature
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**AMERICAN HERITAGE LIFE INSURANCE COMPANY**  
**SUMMARY DISCLOSURE STATEMENT**  
**ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER**  
**WITH EXTENSION OF BENEFITS RIDER**

This disclosure provides you with a summary of the coverage you are applying for under the rider. The rider form and the life certificate provide the detail terms, conditions, limitations and exclusions of your coverage. Therefore, if you purchase the rider, it is important that you **READ YOUR LIFE INSURANCE CERTIFICATE AND ALL RIDERS CAREFULLY.**

If you have any questions or concerns about any benefits or provisions of the Accelerated Death Benefit for Long Term Care Rider or the Extension of Benefits Rider, please contact your agent or us directly at [1-800-323-2057].

**[TAX QUALIFICATION NOTICE:** These riders are intended to provide a qualified accelerated death benefit that is excluded from gross income for federal income tax purposes under the applicable provisions of the Internal Revenue Code in existence at the time the riders is issued. To that end, the provisions of the riders and the certificate are to be interpreted to ensure or maintain such tax qualification, notwithstanding any other provision to the contrary. We reserve the right to amend the riders or the certificate to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform the riders or the certificate to any applicable changes in such tax qualification requirements. We will send you a copy of any such amendment. If you refuse such an amendment, it must be by giving us written notice, and your refusal may result in adverse tax consequences. Whether any tax liability may be incurred when benefits are paid under the riders could depend on whether you are also the insured and how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. As with any tax matter, you and any other recipient of this benefit should each consult his or her own tax advisor to evaluate any tax impact of this benefit.]

Receipt of an Accelerated Death Benefit MAY AFFECT MEDICAID and SUPPLEMENTAL SECURITY INCOME ("SSI") eligibility. Without exercising this option, the mere fact that the accelerated death benefit rider for long term care and extension of benefits is part of your certificate will not in and of itself affect the eligibility for these government programs. However, exercising this option before you apply for these programs, or while you are receiving government benefits, may affect your continued eligibility. Contact the Medicaid Unit of the local Department of Public Welfare and Social Security Administration Office for more information.

1. **Description of Long Term Care Benefit:** After our receipt of written proof acceptable to us that the insured has met the limitations or conditions on eligibility for benefits, the certificate holder may choose to receive a portion of the death benefit amount while the insured is still alive and while the rider is in force, until the entire death benefit amount minus any death benefit advance and certificate debt has been paid out.
2. **Limitations or Conditions on Eligibility for Long Term Care Benefits:** The certificateholder may elect to receive benefits under the rider if the following conditions are met:
  - a. the certificate and rider are in force; and
  - b. the insured elimination period has been met; and
  - c. the death benefit amount at the end of the monthly benefit period before the death benefit amount is reduced by the payment of the monthly accelerated death benefit minus any advance payment of death benefits and certificate debt has not been totally accelerated; and
  - d. the insured has not gone 180 consecutive days without using qualified long-term care services or being chronically ill; and
  - e. The Insured:
    - i. is confined in a nursing care or assisted living facility and the confinement begins while this rider is in force; or
    - ii. receives home health care services provided by a home health care agency for a minimum of [4] home health care visits during each monthly benefit period and while this rider is in force; or
    - iii. receives adult day care provided in an adult day care center for a minimum of [4] adult day care visits during each monthly benefit period and while this rider is in force; and
  - f. the insured incurred a charge for a qualified long term care service, provided pursuant to a plan of care for home health care, adult day care or in an assisted living facility or nursing care facility; and
  - g. the insured is chronically ill; and
  - h. all irrevocable beneficiaries and assignees sign the written request for this benefit.

We will not simultaneously pay benefits under the rider for both qualified confined and non-confined services, even if the insured otherwise qualifies for both types of services during a monthly benefit period. In any given

monthly benefit period that the insured qualifies for both qualified types of services, we will pay either the qualified confined or non-confined service, whichever is higher.

3. **Definitions for Long Term Care:** These are some of the important definitions that will help the certificateholder understand the Limitations or Conditions on Eligibility for Benefits. Please review the rider for further information.

- a. **Activities of Daily Living.** Activities used to measure the insured's need for long-term care. Activities of daily living are any of the following:
- i. **Bathing** - washing oneself by sponge bath; or in either a tub or shower, including the task of getting into and out of the tub or shower, with or without the aid of equipment.
  - ii. **Continence** - the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag), with or without the aid of equipment.
  - iii. **Dressing** - putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
  - iv. **Eating** - feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube or intravenously.
  - v. **Toileting** - getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
  - vi. **Transferring** - moving into or out of a bed, chair or wheelchair.
- b. **Chronically Ill.** The insured has been certified by a licensed health care practitioner within the preceding 12 month period as:
- i. being unable to perform (without substantial assistance from another individual) at least 2 activities of daily living for a period of at least 90 days due to a loss of functional capacity; or
  - ii. requiring substantial supervision to protect oneself from threats to health and safety due to cognitive impairment.
- c. **Cognitive Impairment.** A deficiency in the insured's: short or long term memory; orientation as to person, place and time; deductive or abstract reasoning; or, judgment as it relates to safety awareness. This deficiency must be to such a degree as to require 24 hour a day supervision to maintain the safety of the insured or others.

Cognitive impairment is measured by clinical evidence and standardized tests and is based on the insured's impairment as indicated by loss in the following areas:

- i. short or long term memory; or
  - ii. recognition of identity or location, or time of day, month or year; deductive or abstract reasoning; or judgment as it relates to safety awareness.
- d. **Pre-existing Condition.** A condition for which:
- i. symptoms existed within 6 months before the rider date; or
  - ii. medical advice or treatment was recommended by or received from a physician or other member of the medical profession, acting within the scope of their license, within 6 months before the rider date.
- A pre-existing condition includes conditions not diagnosed or identified provided i. or ii. above apply.
- e. **Elimination Period.** The number of days at the beginning of a period of care for which benefits are not payable under the rider. The number of days in the elimination period for the rider is [90]. In order for a day to count as a day in the elimination period, the following requirements must be met:
- i. the insured is chronically ill; and
  - ii. charges have been incurred for the care and services of the insured.

4. **Benefits under Accelerated Death Benefit Rider for Long Term Care.** There are two types of qualified long term care services under the rider:
- a. **Qualified Confined Care Services.** We will pay [4%] of the death benefit amount at the beginning of the period of care for necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services which are required by a chronically ill individual and are provided pursuant to a plan of care prescribed by a licensed health care practitioner in an assisted living facility or nursing care facility.
- b. **Qualified Non-Confined Care Services.** We will pay [2%] of the death benefit amount at the beginning of the period of care for necessary diagnostic, preventive, therapeutic, curing, treating, mitigating and rehabilitative services, and maintenance or personal care services which are required by a chronically ill

individual and are provided pursuant to a plan of care prescribed by a licensed health care practitioner by means of home health care or adult day care.

The applicable percentage of the death benefit amount that we will pay will be based on the death benefit amount of the certificate as of the monthly date immediately following the date the insured first became eligible for payment of rider benefits. The total benefits that will be paid under the rider will not exceed this death benefit amount minus any death benefit advance and outstanding certificate debt. If the insured receives qualified long term care services for only a portion of the monthly benefit period, we will pay a prorata benefit for the portion of the month benefits were received. The prorata benefit for confined care is 1/30<sup>th</sup> of the full monthly benefit for Qualified Confined Care Services for each day of confinement. The prorata benefit for non-confined care is 1/4<sup>th</sup> of the Qualified Non-Confined Care Services for each day of non-confined care up to 3 days. We will deduct a proportional repayment of any outstanding certificate debt from the monthly accelerated death benefit amount.

We do not pay benefits under the rider during the first 6 rider months if a pre-existing condition causes the insured to be chronically ill.

5. **Benefits under Extension of Benefits Rider.** If the rider is in force, after we have paid out the entire certificate death benefit amount, as of the beginning of the period of claim, we will increase the death benefit amount of the certificate by the death benefit amount increase subject to our determination that all the following terms and conditions have been satisfied:

- a. the rider remains in force;
- b. the insured is alive and continues to meet all conditions of the Accelerated Death Benefit for Long Term Care Rider under the Limitations or Conditions on Eligibility for Benefits provision;
- c. the death benefit amount of the certificate as of the monthly date immediately following the date the insured first became eligible for payment of long term care benefits minus any death benefit advance and certificate debt has been paid;
- d. the certificate will not be eligible for any additional death benefit amount increase until the previous death benefit amount increase has been paid;
- e. the cumulative death benefit amount increases will not exceed the death benefit amount of certificate, determined as of the monthly date immediately following the date the insured first became eligible for payment of long term care benefits.

The effective date of each death benefit amount increase will be the monthly date preceding the monthly date that the entire death benefit amount of the certificate was paid.

The death benefit amount increase equals the death benefit amount of the certificate on the monthly date immediately following the date the insured first becomes eligible for long term care benefits times the confinement percentage shown on the certificate specifications page.

If the insured ceases to meet the Limitations or Conditions on Eligibility for Benefits under the Accelerated Death Benefit for Long Term Care Rider while death benefit amount increases are being made under the Extension of Benefits Rider, the certificate and all its riders will terminate.

If 100% of the amount payable under the Extension of Benefits Rider has been paid, the certificate and all its riders will terminate.

6. **Waiver of Monthly Deductions:** For each certificate month you receive monthly benefits under the Accelerated Death Benefit for Long Term Care Rider, we will waive the monthly deductions for the certificate.
7. **Premiums:** The monthly cost of insurance for the Accelerated Death Benefit for Long Term Care Rider is deducted from the certificate's fund value on each monthly date and is based on the certificate's specified amount on each monthly date.
8. **Impact on Certificate Values:** Each monthly benefit payable under the Accelerated Death Benefit for Long Term Care Rider will reduce the following certificate values: death benefit, death benefit amount, fund value, surrender value, net surrender value, surrender charge, certificate debt and the specified amount.

**Illustrative Example** of the effect of exercising the accelerated death benefit option for qualified confined care services:

	Specified Amount	Death Benefit Amount	Accelerated Death Benefit Amount	Fund Value	Surrender Charge	Certificate Debt
Before payment of the Accelerated Death	[\$50,000	\$50,000	\$0	\$3,000	\$550	\$800]

Benefit						
After payment of the Accelerated Death Benefit	[\$48,000	\$48,000	\$2,000	\$2,880	\$528	\$768]

The net monthly accelerated death benefit amount equals the monthly accelerated death benefit amount minus a pro-rata portion of the certificate debt, or [\$1,968] in this example.

While qualified confined care services are being paid, monthly deductions for the certificate will be waived.

9. **Exclusions:** Benefits under the rider will not be paid for qualified long-term care services that are:

- a. caused by mental or nervous disorders without demonstrable organic disease (not including Alzheimer's Disease); or
- b. caused by alcoholism or drug addiction; or
- c. caused by illness, treatment or medical conditions arising out of:
  - i. war or act of war (whether declared or undeclared); or
  - ii. participation in a felony, riot or insurrection; or
  - iii. service in the armed forces or units auxiliary thereto; or
  - iv. suicide (while sane or insane), attempted suicide or intentionally self-inflicted injury; or
- d. for treatment provided in a government facility (unless otherwise required by law); services for which benefits are available under Medicare (or benefits would be available under Medicare except for the applicable deductibles or co-insurance requirements) or other governmental program (except Medicaid), any state or federal workers' compensation, employer's liability or occupational disease law, or any motor vehicle no-fault law; or
- e. for care or services for which no charge is normally made to the insured; or
- f. for care or services when the person performing the service is a family member; or
- g. for care or services received outside the United States or its territories.

10. **Pre-existing Condition Limitation:** We do not pay benefits under the Accelerated Death Benefit for Long Term Care Rider for a period of care that begins in the first 6 months after the rider date if a pre-existing condition causes the insured to be chronically ill. A period of care that begins more than 6 months after the rider date that is caused by a pre-existing condition will be covered.

11. **Effect on the Certificate and Rider(s) when the Death Benefit Amount is Totally Accelerated.** If the certificate's death benefit amount at the beginning of the period of care minus any advance payment of death benefits and certificate debt has been totally accelerated, then the certificate and any riders will terminate with no further benefits payable.

12. **Conversion Option for Other Rider(s).** If there is a rider attached to the certificate which:

- a. provides term life insurance on the insured or an other insured; and
- b. terminates as a result of the Effect on Certificate and Rider(s) when Death Benefit Amount is Totally Accelerated provision; and
- c. has a conversion option which could have been exercised on the date the rider terminates;

then the conversion option period is extended to 30 days after the date the rider terminates, except that this provision does not extend the conversion option into any time period where maximum age limitations make the conversion option inapplicable. The maximum death benefit which can be converted will be determined using the method described in the rider being converted, using the rider's death benefit on the date of termination.

I acknowledge that I have read this disclosure and understand that if I exercise the accelerated death benefit, any beneficiary I designate may receive either a reduced death benefit or no death benefit at all. If the entire death benefit is paid out as an accelerated death benefit prior to the insured's death, the beneficiary I designate may receive no death benefit.

I also understand that once the death benefit for the Long Term Care Benefit rider has been exhausted and you are receiving benefits under the Extension of Benefits rider, there is no death benefit remaining to be paid to the beneficiary.

Date

Certificateholder's Signature

<i>SERFF Tracking Number:</i>	<i>VFCP-125808896</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Heritage Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40207</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>AR LTC-EOB Rider</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## **Rate Information**

Rate data does NOT apply to filing.



SERFF Tracking Number: VFCP-125808896 State: Arkansas  
Filing Company: American Heritage Life Insurance Company State Tracking Number: 40207  
Company Tracking Number:  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: AR LTC-EOB Rider  
Project Name/Number: /

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice 09/09/2008  
**Comments:**  
**Attachment:**  
Readability Certification[1].pdf

### Review Status:

**Satisfied -Name:** Cover Letter 09/09/2008  
**Comments:**  
**Attachment:**  
COVER LETTER.pdf

### Review Status:

**Satisfied -Name:** Filing Authorization 09/09/2008  
**Comments:**  
**Attachment:**  
filing authorization.pdf

### Review Status:

**Satisfied -Name:** Sample Spec Pages 09/09/2008  
**Comments:**  
**Attachments:**  
AWD Page 3 sample2.pdf  
Spec Page GUL22CV.pdf

### Review Status:

**Satisfied -Name:** Statement of Variability 09/09/2008  
**Comments:**  
**Attachment:**  
Stmt of Variability \_2\_[1].pdf

## Readability Certification

This is to certify that the forms listed below are in compliance with your state's readability requirements.

### A. Option Selected

☐ 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is \_\_\_\_\_.

☒ 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the policy and each form are indicated below:

Forms and Form Numbers to Which Certification is Applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Accelerated Death Benefit For Long Term Care Rider	GULTC	54.7
Extension of Benefits Rider	GULTEXT	52.5

### B. Test Option Selected

☒ 1. Test was applied to entire policy form(s)

☐ 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

### C. Standards for Certification

A checked block indicates standard has been achieved

☒ 1. The policy text achieves a minimum score of 45 on the Flesch reading ease test in accordance with the option chosen in Section A above.

☒ 2. It is printed in not less than ten point type, one point leaded. (This does not apply to specification pages, schedules and tables.)

☒ 3. The layout and spacing of the policy separate the paragraphs from each other and from the border of the paper.

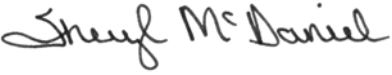
☒ 4. The section titles are captioned in bold face type or otherwise stand out significantly from the text.

☒ 5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.

☒ 6. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.

☒ 7. A table of contents or an index of the principal sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages.)

The certification must be signed by an officer of the insurer.

Signature: 	Officer's Title: Vice President, Compliance
Officer's name : Sheryl McDaniel	Officer's Title: Vice President, Compliance
	Date: August 14, 2008

September 5, 2008

PA Insurance Department  
901 North 7th Street  
Harrisburg, PA 17102

RE: American Heritage Life Insurance Company  
NAIC No.: 60534  
FEIN Number: 59-0781901  
GROUP LIFE RIDERS  
Accelerated Death Benefit Rider for Long Term Care Rider, Form GULTC  
Extension of Benefits Rider, Form GULTCEXT

Dear Sir or Madam:

We are submitting the forms listed below for your review and approval. They are new forms and will not replace any forms previously approved by your Department. These forms will be used with universal life insurance contracts previously approved by your Department or approved in the future.

*These forms do not contain any unusual or possibly controversial items, or provisions that deviate from normal company or industry standards.*

**Accelerated Death Benefit Rider for Long Term Care Rider, form number GULTC**, is an optional rider which allows the owner to receive a portion of the death benefit of the contract in advance of death when a chronically ill insured receives long term care in an eligible facility or through an eligible provider. This rider is intended to provide a qualified accelerated death benefit that is excludable from gross income under the Internal Revenue Code.

**Extension of Benefits Rider, form number GULTCEXT**, is an optional rider which provides an additional extension of the death benefit and long term care coverage on a month-by-month basis, up to 1 or 2 times the death benefit of the contract. The extension of the death benefit is available without evidence of insurability provided that the death benefit under the life contract has been entirely exhausted and the insured continues to remain chronically ill.

Enclosed for your information are the following Disclosure forms to be used with the Accelerated Death Benefit for Long Term care Rider and the Extension of Benefits Rider:

Form Description	Form Number
Summary Disclosure Statement – Accelerated Death Benefit For Long Term Care Rider	AWD13510
Summary Disclosure Statement – Accelerated Death Benefit For Long Term Care Rider with Extension of Benefits	AWD13511

These disclosure forms will be used when the Accelerated Death Benefit For Long Term Care Rider or the Extension of Benefits Rider is sold.

These riders will be marketed to approved employer-employee, association or union groups. These riders are intended for use with flexible premium group universal life insurance certificates that have been submitted to your Department, Form numbers GUL22C and GUL22CV on 7/24/2008.

All forms are submitted in final print and are subject to only minor modifications in paper size, paper color, paper stock, binding, ink, shading, border, company officer signatures, font type, logo and company adaptation to computer printing/typesetting.

A similar plan is being filed contemporaneously in our domicile State of Florida.

Page 2

Please find attached the actuarial memorandums, statement of variability and the readability certification for these forms.

Thank you for your assistance with this filing. If you have any questions, please call me at 1-800-635-4467, ext. 209.

Sincerely,

Ted Keating  
Compliance Coordinator  
Vision Financial Corporation  
Telephone: 800-635-4467, ext. 209  
Fax: 603-357-0250  
Email: [tkeating@visfin.com](mailto:tkeating@visfin.com)



# Allstate®

Workplace Division

**Sheryl McDaniel**  
Vice President,  
Compliance

June 30, 2008

Company NAIC Number: 60534  
NAIC Group Number: 0008  
Company FEIN: 59-0781901

RE: Group Universal Life Insurance Policy, Certificate and Rider Filing  
Letter of Authorization

To: All State Insurance Departments

American Heritage Life Insurance Company of Jacksonville, Florida hereby authorizes  
Vision Financial Corporation to represent us in the submission of the captioned forms  
and to negotiate with insurance departments for their approval.

Sincerely,

Sheryl McDaniel, FLMI, AIRC, HIA, ALHC  
Vice President, Compliance  
Legal/Compliance Department  
American Heritage Life Insurance Company  
Allstate Workplace Division

**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

1776 American Heritage Life Drive, Jacksonville, Florida 32224

**CERTIFICATE SPECIFICATIONS**

FORM NO.	DESCRIPTION OF BENEFITS	NUMBER OF YEARS PAYABLE	PREMIUMS
			ANNUAL AMOUNT
GUL22C	FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE	60	\$328.50
GULTC	ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER CONFINEMENT PERCENTAGE 4% NON-CONFINED CARE PERCENTAGE 2%	60	\$13.50
GUEXT	EXTENSION OF BENEFITS RIDER	60	\$6.00
TOTAL			\$348.00

SEE PAGE 3A FOR ADDITIONAL CERTIFICATE SPECIFICATIONS.

The effective date and issue age of each benefit is the Certificate Date and Issue Age of the Certificate unless otherwise specified.

**TOTAL PREMIUMS**

The Total Premiums include the charge for any additional benefits.

ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY	PLANNED PERIODIC PREMIUM
			\$29.00	\$29.00

**Premium Payment Method** PAYROLL DEDUCTION - MONTHLY**Premium Class** NON-TOBACCO

BENEFICIARY: AS NAMED ON THE ENROLLMENT FORM FOR THIS CERTIFICATE OR AS LATER CHANGED.

INSURED: JOHN DOE

CERTIFICATE NUMBER: 1234567U

CERTIFICATE DATE: DECEMBER 01, 2008

ISSUE AGE: M 35

INITIAL SPECIFIED AMOUNT: \$50,000

MATURITY DATE: DECEMBER 01, 2068

MINIMUM SPECIFIED AMOUNT: \$10,000

DEATH BENEFIT OPTION - 1

INITIAL MINIMUM MONTHLY PREMIUM: \$28.09

GROUP POLICY NUMBER: AB123

MINIMUM MONTHLY PREMIUM PERIOD: 5 YEARS

GUL22C

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE

PAGE 3

**AMERICAN HERITAGE LIFE INSURANCE COMPANY**  
1776 American Heritage Life Drive, Jacksonville, Florida 32224

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**CERTIFICATE SPECIFICATIONS**

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CERTIFICATE VALUES WILL VARY AND COVERAGE MAY CEASE PRIOR TO THE MATURITY DATE DEPENDING ON CHANGES IN INTEREST RATES, COST OF INSURANCE RATES, AND THE FREQUENCY, TIMING, AND AMOUNT OF YOUR PREMIUM PAYMENTS. EVEN IF COVERAGE CONTINUES TO THE MATURITY DATE, THERE MAY BE LITTLE OR NO CASH SURRENDER VALUE.

GUARANTEED MINIMUM INTEREST RATE:

MONTHLY RATE: 0.32737%  
ANNUAL RATE: 4.000%

DEATH BENEFIT DISCOUNT FACTOR: 1.0032737

MONTHLY FEE: \$2.00 FOR YEARS 1 THROUGH 20 ONLY

PERCENT OF PREMIUM CHARGE: 5%

MONTHLY PER THOUSAND CHARGE: SEE PAGES 9 AND 10

THE SURRENDER CHARGES FOR THE INITIAL SPECIFIED AMOUNT ARE AS FOLLOWS:

YEAR 1	\$550.00
YEAR 2	\$550.00
YEAR 3	\$550.00
YEAR 4	\$440.00
YEAR 5	\$330.00
YEAR 6	\$275.00
YEAR 7	\$275.00
YEAR 8	\$275.00
YEAR 9	\$275.00
YEAR 10	\$275.00
YEAR 11	\$275.00
YEAR 12	\$275.00
YEAR 13	\$247.50
YEAR 14	\$220.00
YEAR 15	\$192.50
YEAR 16	\$165.00
YEAR 17	\$137.50
YEAR 18	\$110.00
YEAR 19	\$ 55.00
YEARS 20+	\$ 0.00

PARTIAL SURRENDER SERVICE CHARGE: \$25.00

GUIDELINE SINGLE PREMIUM: \$7,512.00  
GUIDELINE LEVEL PREMIUM: \$ 631.32

ASSUMING MAXIMUM COST OF INSURANCE RATES ARE CHARGED, THE MINIMUM INTEREST RATE IS CREDITED AND THE PLANNED PERIODIC PREMIUM IS PAID, YOUR CERTIFICATE WILL LAPSE IN THE CERTIFICATE YEAR WHICH ENDS IN 2041.

BASIS OF RESERVES ON THE CERTIFICATE DATE: 2001 COMMISSIONERS STANDARD ORDINARY  
AGE LAST BIRTHDAY, NONSMOKER  
4.00% INTEREST



**AMERICAN HERITAGE LIFE INSURANCE COMPANY**  
1776 American Heritage Life Drive, Jacksonville, Florida 32224

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**CERTIFICATE SPECIFICATIONS**

FORM NO.	DESCRIPTION OF BENEFIT	NUMBER OF YEARS PAYABLE	PREMIUM ANNUAL AMOUNT
GUL22CV	FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE	60	\$ 348.00

**TOTAL PREMIUMS**

The Total Premiums include the charge for any additional benefits.

ANNUAL	SEMI-ANNUAL	QUARTERLY	MONTHLY	PLANNED PERIODIC PREMIUM
			\$ 29.00	\$ 29.00

Premium Payment Method PAYROLL DEDUCTION – MONTHLY

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POLICYHOLDER: [GROUP NAME]

POLICY EFFECTIVE DATE: [MARCH 01, 2008]

POLICY NUMBER: [123XYZZ]

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BENEFICIARY: AS NAMED IN THE APPLICATION FOR THIS CERTIFICATE OR AS LATER CHANGED.

INSURED: JOHN DOE

CERTIFICATE NUMBER: 234567U

CERTIFICATEHOLDER: JOHN DOE

ISSUE AGE: M 35

PREMIUM CLASS: NON-TOBACCO

DEATH BENEFIT OPTION: 1

CERTIFICATE DATE: DECEMBER 01, 2008

MATURITY DATE: DECEMBER 01, 2068

INITIAL SPECIFIED AMOUNT: \$50,000

MINIMUM SPECIFIED AMOUNT: \$10,000

INITIAL MINIMUM MONTHLY PREMIUM: \$28.09  
MINIMUM MONTHLY PREMIUM PERIOD: 5 YEARS

**AMERICAN HERITAGE LIFE INSURANCE COMPANY**  
1776 American Heritage Life Drive, Jacksonville, Florida 32224

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**CERTIFICATE SPECIFICATIONS CONT.  
RIDERS**

The effective date and issue age of each rider is the Certificate Date and Issue Age of the Certificate unless otherwise specified.

BENEFIT	AMOUNT	ANNUAL PREMIUM	COVERAGE DATE	EXPIRY DATE
ACCELERATED DEATH BENEFIT FOR LONG TERM CARE RIDER	See below	\$ 13.50	DEC 01, 2008	DEC 01, 2068
Confinement Percentage:	4%			
Non-Confined Care Percentage:	2%			
EXTENSION OF BENEFITS RIDER:		\$ 6.00	DEC 01, 2008	DEC 01, 2068

**CERTIFICATE SPECIFICATIONS CONT.**

CERTIFICATE VALUES WILL VARY AND COVERAGE MAY CEASE PRIOR TO THE MATURITY DATE DEPENDING ON CHANGES IN INTEREST RATES, COST OF INSURANCE RATES, AND THE FREQUENCY, TIMING, AND AMOUNT OF YOUR PREMIUM PAYMENTS. EVEN IF COVERAGE CONTINUES TO THE MATURITY DATE, THERE MAY BE LITTLE OR NO CASH SURRENDER VALUE.

**GUARANTEED MINIMUM INTEREST RATE:**

MONTHLY RATE: 0.32737%  
ANNUAL RATE: 4.000%

DEATH BENEFIT DISCOUNT FACTOR: 1.0032737

MONTHLY FEE: \$2.00 FOR YEARS 1 THROUGH 20 ONLY

**ANNUAL EXPENSE CHARGES:**

Certificate Years 1-14: \$120.00  
Certificate Years 15+ \$12.00

PERCENT OF PREMIUM CHARGE: 5%

THE SURRENDER CHARGES FOR THE INITIAL SPECIFIED AMOUNT ARE AS FOLLOWS:

YEARS 1-3	\$550	YEAR 15	\$192.50
YEAR 4	\$440	YEAR 16	\$275
YEAR 5	\$330	YEAR 17	\$137.50
YEARS 6-12	\$275	YEAR 18	\$110
YEAR 13	\$247.50	YEAR 19	\$55
YEAR 14	\$220	YEAR 20	\$0.00

PARTIAL SURRENDER SERVICE CHARGE: \$25.00

GUIDELINE SINGLE PREMIUM: \$7,512.00  
GUIDELINE LEVEL PREMIUM: \$ 631.32

ASSUMING MAXIMUM COST OF INSURANCE RATES ARE CHARGED, THE MINIMUM INTEREST RATE IS CREDITED AND THE PLANNED PERIODIC PREMIUM IS PAID, YOUR CERTIFICATE WILL LAPSE IN THE CERTIFICATE YEAR WHICH ENDS IN 2041.

BASIS OF RESERVES ON THE CERTIFICATE DATE: 2001 COMMISSIONERS STANDARD ORDINARY TABLE, AGE LAST BIRTHDAY, NONSMOKER, 4.00% INTEREST

**AMERICAN HERITAGE LIFE INSURANCE COMPANY  
STATEMENT OF VARIABILITY**

**Form Number – GULTC**

**Description – Accelerated Death Benefit For Long Term Care Rider**

<b>Variable is reflected on page</b>	<b>Variable Language</b>	<b>Variable Text</b>
1	Tax Qualification Notice	This item will change based on state and current tax requirements
1	Telephone Number	Will change if the 800 number of the Administrative Office or Home Office changes.
2	Elimination Period	May vary based on the laws of the state that the rider is being issued in.
4	Home Office/Administrative	Reference to Administrative Office will be deleted if Administrative Office is not being used.
4	Home Health Care and adult day care visits [4]	May vary based on the laws of the state that the rider is being issued in.
6	Home Office and Administrative Address or Reference	Administrative Office and address information will be deleted if Administrative Office is not being used. Also, address may change if the physical location of the Home or Administrative Office Changes.

**Form Number – GULTCEXT**

**Description - Extension of Benefits Rider**

<b>Variable is reflected on page</b>	<b>Variable Language</b>	<b>Variable Text</b>
1	Home Office and Administrative Address or Reference	Administrative Office and address information will be deleted if Administrative Office is not being used. Also, address may change if the physical location of the Home or Administrative Office Changes.
1	Telephone Number	Will change if the 800 number of the Administrative Office or Home Office changes.

**Form Number – GUL22CV**

**Description - Sample Certificate Specifications Page**

3, 3a, 3b	Certificate Specifications	The Certificate Specifications pages will reflect those changes that are unique to the person being insured and the selection of coverages, optional riders and limits made by the certificateholder.
	Annual Premium	This will reflect the annualized premium based on the coverage selected, issue age and rate classification of the Insured.
	Total Premiums	The various premium mode calculations will reflect the various modal calculations based off the Annual Premium. The Planned Periodic Premium will reflect the premium calculation based on the premium mode selected by the Certificateholder. (i.e. Weekly, Bi-Weekly, Monthly, Quarterly, Semi-Annual)

Group Policyholder	Will be the complete legal name of policyholder.
Group Policy Number	Will be a unique number assigned to the policyholder.
Group Policy Effective Date	Will reflect the effective date of the group policy.
Insured Name	Name of the Covered, Insured Person.
Certificateholder	Name of the Certificateholder.
Certificate Number	Identifying number for a given Certificate.
Issue Age	Calculated Issue Age of the Insured.
Premium Class	Non-Tobacco or Tobacco (Smoking Classification).
Certificate Date	Effective Date of Coverage for the Certificate.
Initial Specified Amount	Amount of coverage elected for the given Insured.
Initial Minimum Annual Premium	Minimum Premium calculated based on the plan coverage selected, issue age and rate classification of the Insured.
Death Benefit Option	Death Benefit Option selected by the Certificateholder – either 1 or 2.
Maturity Date	This reflects the date coverage would mature under the certificate.
Minimum Specified Amount	This reflects the minimum amount of coverage allowed under the plan.
Optional Riders	<p>This section will reflect the Optional Riders selected by the Certificateholder. Only those Optional Riders that have been filed and approved for use with this product can be selected. Variable information will include the name of the Optional Rider, Coverage Amount, Annual Premium, Coverage Date and the Expiry Date of the Optional Rider.</p> <p>Rider Anniversary, Specified Amount and the Annual Premium will be identified for the Future Purchase Option. The dates, specified amount and premium will vary based on the plan coverage selected, issue age and rate classification of the Insured.</p>
Surrender Charges	The surrender charge calculation will vary based on the plan coverage selected, issue age and rate classification of the Insured.
Guideline Premium – Single and Level	The guideline premium calculation will vary based on the plan coverage selected, issue age and rate classification of the Insured.